

RECORDATION NO. 13050-A FILED 1425

JUL 1 - 1983 - 11 12 AM

INTERSTATE COMMERCE COMMISSION

Agatha Mergenovich
Interstate Commerce Commission
Washington, D.C. 20423

RECEIVED

JUL 1 10 51 AM '83

I.C.C.

FEE OPERATION BR.

13050-A

13050-B

\$ 20

RECORDATION NO. 13050-B FILED 1425

JUL 1 - 1983 - 11 12 AM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Mergenovich

Enclosed for recordation under the provisions of 49 USC 11303(a) are the original and seven counterparts each of a First Amendment to Equipment Lease dated as of April 1, 1981 and a Second Amendment to Equipment Lease dated as of July 1, 1983. The Equipment Lease to which said amendments relate is dated as of April 1, 1981 and was filed with your office at 2:50 p.m. on April 13, 1981 and given Recordation No. 13050. Each of said amendments is a secondary document.

A general description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor:

The Connecticut Bank and Trust
Company, National Association
One Constitution Plaza
Hartford, Connecticut 06115

Lessee:

Illinois Central Gulf Railroad
Company
Two Illinois Center
233 North Michigan Avenue
Chicago, Illinois 60601

The undersigned is the Debtor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and six copies of each of said amendments to Larry Elkins Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$20.00 covering the required recording fee.

A short summary of the enclosed secondary document to appear in the Index follows:

First Amendment to Equipment Lease between The Connecticut Bank and Trust Company, National Association, as Trustee under I.C.G. Trust No. 81-2, as Lessor, one Constitution Plaza, Hartford Connecticut 06115 and Illinois Central Gulf

3-182A013
JUL 1 1983
Date.....
\$ 20.00
Washington, D. C.

Check paid for \$20.00

Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 13 locomotives and 300 100-ton open top hopper cars.

Second Amendment to Equipment Lease between The Connecticut Bank and Trust Company, National Association, as Trustee under I.C.G. Trust No. 81-2, and Illinois Central Gulf Railroad Company, as Lessee, Two Illinois Center, 233 North Michigan Avenue, Chicago, Illinois 60601, covering 13 locomotives and 300 100-ton open top hopper cars.

Very truly yours,

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL ASSOCIATION
as Trustee under
I.C.G. Trust No. 81-2

By 

Its DONALD E. SMITH, VICE PRESIDENT
LESSOR AS AFORESAID

Enclosures

DESCRIPTION OF ITEMS OF EQUIPMENT

Description of New Items:

300 100-Ton Open Top Hopper Cars
Marked and Numbered ICG
387200 through ICG 387499,
inclusive

Description of Rebuilt Items:

13 Rebuilt SW-14 Diesel Electric
Locomotives Marked and Numbered
ICG 1465 through ICG 1477,
inclusive

(I.C.G. Trust No. 81-2)

RECORDATION NO. 13050-B Filed 1425

Execution Copy

JUL 1 - 1983 11 00 AM

INTERSTATE COMMERCE COMMISSION

SECOND AMENDMENT TO EQUIPMENT LEASE

Dated as of July 1, 1983

between

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION

(Successor by merger to The Connecticut Bank and
Trust Company) as Trustee under
I.C.G. Trust No. 81-2

LESSOR

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

(I.C.G. TRUST NO. 81-2)
(13 Rebuilt Locomotives and
300 Open Top Hopper Cars)

SECOND AMENDMENT TO EQUIPMENT LEASE

THIS SECOND AMENDMENT TO EQUIPMENT LEASE dated as of July 1, 1983 is between The Connecticut Bank and Trust Company, National Association (successor by merger to The Connecticut Bank and Trust Company), not individually but solely as trustee (the "Lessor") under a Trust Agreement dated as of April 1, 1981, as amended (the "Trust Agreement") with IRFC Leasing 5 Corporation (the "Trustor") and Illinois Central Gulf Railroad Company, a Delaware corporation (the "Lessee").

R E C I T A L S:

A. The Lessor and the Lessee have heretofore executed and delivered an Equipment Lease dated as of April 1, 1981 and a First Amendment thereto dated as of April 1, 1981 (together the "Original Equipment Lease") pursuant to which the Lessor leased to the Lessee 13 rebuilt diesel electric locomotives and 300 open top hopper cars more fully described in Schedule A hereto (the "Equipment").

B. The Original Equipment Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on April 13, 1981 at 2:50 P.M. and was given Recordation No. 13050 and the First Amendment thereto was recorded in such office at _____.M. and was given Recordation No. 13050-A.

C. The Original Equipment Lease was entered into as part of a leveraged lease financing of the Equipment more fully provided for in a Participation Agreement dated as of April 1, 1981 (the "Original Participation Agreement") among the Lessor, the Lessee, the Trustor, Waterloo Railroad Company, Mercantile-Safe Deposit and Trust Company, as Security Trustee (the "Security Trustee") and Continental Illinois National Bank and Trust Company of Chicago (the "Original Note Purchaser") pursuant to which the Lessor acquired the Equipment by application of sums advanced by the Trustor and the proceeds of sale of Secured Notes (the "Original Notes") of the Lessor sold to the Original Note Purchaser.

D. At the time the parties thereto entered into the Original Participation Agreement it was contemplated that the Lessor would, at the request of the Lessee, refinance the Original Notes by the sale of Notes bearing a fixed rate of interest.

E. In lieu of such a fixed rate refinancing, the Lessee and the Trustor have agreed to cause the Lessor to sell to Bank of America National Trust and Savings Association (the "Note Purchaser") a Secured Note bearing a variable rate of interest and to apply the proceeds of such sale, together with the installments of Fixed Rental and Additional Rental due pursuant to the Original Equipment Lease on July 1, 1983 to the payment in full on July 1, 1983 of principal and accrued interest on the Original Notes.

F. In order to provide for the sale of such variable rate Secured Note to the Note Purchaser, the Lessor, the Lessee, the Trustor, the Security Trustee and the Note Purchaser propose to enter into a Participation Agreement dated as of July 1, 1983 (the "Refinancing Participation Agreement").

G. In order to induce the Note Purchaser to enter into the Refinancing Participation Agreement and to purchase Secured Note thereunder, the Lessor and the Lessee desire to amend the Original Equipment Lease as hereinafter set forth.

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee agree that the Original Equipment Lease shall be deemed to be and is hereby amended upon the execution and delivery of this Second Amendment as follows:

1. Recital B of the Original Equipment Lease shall be amended so that the defined terms "Participation Agreement" and "Note Purchaser" shall read "Original Participation Agreement" and "Original Note Purchaser", respectively, and the defined terms "Notes" and "Security Agreement" shall be deleted.

2. The Original Equipment Lease shall be amended by the addition thereto of a new Recital C reading as follows:

"C. The Lessee and the Lessor have entered into a Participation Agreement dated as of July 1, 1983 (the 'Refinancing Participation Agreement') with the Trustor, the Security Trustee and Bank of America National Trust and Savings Association (the 'Note Purchaser') providing for a commitment of the Note Purchaser to purchase at par the Secured Notes (the 'Notes') of the Lessor in an amount equal to \$13,360,908.12. Pursuant to the Refinancing Participation Agreement, the Lessor will apply the proceeds of the sale of the Notes, together with the installment of Fixed Rental and Additional Rental payable hereunder on July 1, 1983 to the payment in full on July 1, 1983 of the principal and accrued interest outstanding on the Secured Notes of the Lessor issued pursuant to the Original Participation Agreement. The Participation Agreement provides that the Notes will be secured by the Collateral granted to the Security Trustee pursuant to the Security Agreement-Trust Deed dated as of April 1, 1981 from the Lessor to the Security Trustee, as amended by the First Amendment to Security Agreement-Trust Deed dated as of July 1, 1983 (said Security Agreement-Trust Deed, as amended, being hereinafter referred to as the 'Security Agreement')."

3. Sections 2.1(c)(2) and (3), the first paragraph of Section 2.3, Section 11.2 and Section 11.6 of the Original Equipment Lease are hereby amended so that each reference therein

to "Participation Agreement" shall read "Original Participation Agreement".

4. Section 2.1(c) of the Original Equipment Lease is amended by adding new clauses (4), (5) and (6) thereto reading as follows:

"(4) All amounts payable under Sections 2.3 or 2.4 of the Refinancing Participation Agreement to the Note Purchaser plus any amount necessary to hold the Lessor and the Trustor harmless on an after-tax basis from all taxes required to be paid by the Lessor or Trustor with respect to such payment under the laws of any federal, state or local government or taxing authority, or under the laws of any taxing authority or governmental subdivision of a foreign country, net of any tax benefit realized by the Lessor or the Trustor by reason of such payment;

(5) All amounts, if any, payable under Section 2.5 of the Refinancing Participation Agreement (to the extent such payment does not give rise to a rental adjustment under Section 2.3(D) hereof) by the Lessee; and

(6) In compensation for the additional administrative burden contemplated to be incurred by the Lessor so long as any portion of the Notes shall remain outstanding, for the calendar quarter beginning July 1, 1983 and for any calendar quarter thereafter on the first day of which any portion of the Notes remains outstanding, the sum of \$1,500.00; provided that at any time after the Notes are refinanced as contemplated by Section 7 of the Refinancing Participation Agreement, the Notes will then no longer be considered to remain outstanding.";

and by deleting the word "and" following the semicolon in clause (2) thereof and by replacing the period following clause (3) thereof with ";".

5. Section 2.2 of the Original Equipment Lease shall be amended by deleting the second sentence thereof in the entirety and replacing such sentence with the following three sentences:

"The next following fifty-nine (59) installments of Fixed Rental for each Item of Equipment shall be due and payable on October 1, 1981 and on the first day of each January, April, July and October thereafter to and including April 1, 1996, with the final installment of Fixed Rental payable on July 1, 1996. The installments of Additional Rental due pursuant to Section 2.1(c)(1) shall be paid on the installment payment dates specified in said Section 2.1(c)(1). The quarterly sum due pursuant to Section 2.1(c)(6) shall be paid on July 1, 1983 and on the first day of each calendar quarter thereafter on which any portion of the Notes shall remain outstanding."

The then next following sentence of said Section 2.2 shall be amended so that the Section reference therein reads "Section 2.1(c)(2), (3), (4) or (5)". The final sentence of said Section 2.2 shall be further amended by adding after "New York" the word, "California".

6. Section 2.3(D) of the Original Equipment Lease shall be amended so as to read in the entirety as follows:

"(D) the amount paid by the Lessor and/or the Trustor pursuant to Section 2.6 of the Original Participation Agreement and Section 2.5 of the Refinancing Participation Agreement exceeds 0.85% of the aggregate Total Cost (as defined in the Original Participation Agreement) of the Equipment,"

7. The final paragraph of Section 2.3 of the Original Equipment Lease shall be amended so that references therein to "Section 7 of the Participation Agreement" shall read "Section 7 of the Refinancing Participation Agreement".

8. Section 6.1(b) of the Original Equipment Lease shall be amended by deleting the phrase "and 2.6 of the Participation Agreement," and substituting therefor the phrase "and 2.6 of the Original Participation Agreement and Section 2.5 of the Refinancing Participation Agreement,".

9. The last sentence of Section 10.1 of the Original Equipment Lease shall be amended by deleting the phrase "Except as provided in Section 2.6 of the Participation Agreement," and substituting therefor the phrase "Except as provided in Section 2.6 of the Original Participation Agreement and Section 2.5 of the Refinancing Participation Agreement,".

10. Sections 14.1(c) and (d) shall be amended so that each reference therein to "the Participation Agreement" shall read "the Original Participation Agreement, the Refinancing Participation Agreement".

11. Section 19 of the Original Equipment Lease shall be amended so as to read in the entirety as follows:

"Anything to the contrary herein contained notwithstanding, any non-payment of Rent or other sum due hereunder shall result in the additional obligation on the part of the Lessee to pay an amount equal to interest at a rate 1% in excess of the Prime Rate (or the highest lawful rate, whichever is less) on such overdue amounts for the period of time during which they were overdue and not repaid. For purposes hereof, Prime Rate shall mean the rate of interest announced from time to time by Bank of America National Trust and Savings Association in San Francisco, California as its prime rate."

12. Sections 20(a)(v) and (vii) of the Original Equipment Lease shall be amended by adding immediately following each reference to "the Notes" the phrase "or the Secured Notes issued pursuant to the Original Participation Agreement."

13. Section 20(b)(vii) of the Original Equipment Lease shall be amended so that the reference therein to "the Participation Agreement" shall read, "the Original Participation Agreement or the Participation Agreement".

14. Section 21.1 of the Original Equipment Lease shall be amended so that the address provided for notice to the Note Purchaser shall read as follows: "at the address provided therefor in Schedule 2 to the Refinancing Participation Agreement".

15. Section 21.2 of the Original Equipment Lease shall be amended so that the second sentence thereof reads in the entirety as follows:

"Any payment so made by any such party and all cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith shall be payable by the Lessee to the party making the same upon demand as Additional Rental hereunder, with interest thereon at the lesser of (a) a rate 1% in excess of the Prime Rate, or (b) the maximum rate allowed by law."

Except to the extent hereby amended and modified, the Original Equipment Lease is in all respects ratified, confirmed and approved.

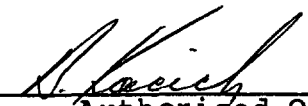
This Second Amendment shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

This Second Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers thereunder duly authorized as of the day and year first above written.


[CORPORATE SEAL]

ATTEST:



Authorized Officer

THE CONNECTICUT BANK AND
TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee
under I.C.G. Trust No. 81-2

By 

Its DONALD E. SMITH, VICE PRESIDENT

ILLINOIS CENTRAL GULF
RAILROAD COMPANY

[CORPORATE SEAL]

ATTEST:

By _____
Its Vice President

Assistant Secretary

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 29th day of June, 1983, before me personally appeared Donald E. Smith, to me personally known, who being by me duly sworn, says that he is a Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda B. McCall
Notary Public

[NOTARIAL SEAL]

My commission expires: March 31, 1987

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this day of June, 1983, before me personally appeared , to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires:

DESCRIPTION OF ITEMS OF EQUIPMENT

Description of New Items:

300 100-Ton Open Top Hopper Cars
Marked and Numbered ICG
387200 through ICG 387499,
inclusive

Description of Rebuilt Items:

13 Rebuilt SW-14 Diesel Electric
Locomotives Marked and Numbered
ICG 1465 through ICG 1477,
inclusive

(I.C.G. Trust No. 81-2)

Execution Copy

SECOND AMENDMENT TO EQUIPMENT LEASE

Dated as of July 1, 1983

between

THE CONNECTICUT BANK AND TRUST COMPANY,
NATIONAL ASSOCIATION

(Successor by merger to The Connecticut Bank and
Trust Company) as Trustee under
I.C.G. Trust No. 81-2

LESSOR

and

ILLINOIS CENTRAL GULF RAILROAD COMPANY

LESSEE

(I.C.G. TRUST NO. 81-2)
(13 Rebuilt Locomotives and
300 Open Top Hopper Cars)

SECOND AMENDMENT TO EQUIPMENT LEASE

THIS SECOND AMENDMENT TO EQUIPMENT LEASE dated as of July 1, 1983 is between The Connecticut Bank and Trust Company, National Association (successor by merger to The Connecticut Bank and Trust Company), not individually but solely as trustee (the "Lessor") under a Trust Agreement dated as of April 1, 1981, as amended (the "Trust Agreement") with IRFC Leasing 5 Corporation (the "Trustor") and Illinois Central Gulf Railroad Company, a Delaware corporation (the "Lessee").

R E C I T A L S:

A. The Lessor and the Lessee have heretofore executed and delivered an Equipment Lease dated as of April 1, 1981 and a First Amendment thereto dated as of April 1, 1981 (together the "Original Equipment Lease") pursuant to which the Lessor leased to the Lessee 13 rebuilt diesel electric locomotives and 300 open top hopper cars more fully described in Schedule A hereto (the "Equipment").

B. The Original Equipment Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on April 13, 1981 at 2:50 P.M. and was given Recordation No. 13050 and the First Amendment thereto was recorded in such office at _____ .M. and was given Recordation No. 13050-A.

C. The Original Equipment Lease was entered into as part of a leveraged lease financing of the Equipment more fully provided for in a Participation Agreement dated as of April 1, 1981 (the "Original Participation Agreement") among the Lessor, the Lessee, the Trustor, Waterloo Railroad Company, Mercantile-Safe Deposit and Trust Company, as Security Trustee (the "Security Trustee") and Continental Illinois National Bank and Trust Company of Chicago (the "Original Note Purchaser") pursuant to which the Lessor acquired the Equipment by application of sums advanced by the Trustor and the proceeds of sale of Secured Notes (the "Original Notes") of the Lessor sold to the Original Note Purchaser.

D. At the time the parties thereto entered into the Original Participation Agreement it was contemplated that the Lessor would, at the request of the Lessee, refinance the Original Notes by the sale of Notes bearing a fixed rate of interest.

E. In lieu of such a fixed rate refinancing, the Lessee and the Trustor have agreed to cause the Lessor to sell to Bank of America National Trust and Savings Association (the "Note Purchaser") a Secured Note bearing a variable rate of interest and to apply the proceeds of such sale, together with the installments of Fixed Rental and Additional Rental due pursuant to the Original Equipment Lease on July 1, 1983 to the payment in full on July 1, 1983 of principal and accrued interest on the Original Notes.

F. In order to provide for the sale of such variable rate Secured Note to the Note Purchaser, the Lessor, the Lessee, the Trustor, the Security Trustee and the Note Purchaser propose to enter into a Participation Agreement dated as of July 1, 1983 (the "Refinancing Participation Agreement").

G. In order to induce the Note Purchaser to enter into the Refinancing Participation Agreement and to purchase Secured Note thereunder, the Lessor and the Lessee desire to amend the Original Equipment Lease as hereinafter set forth.

In consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor and the Lessee agree that the Original Equipment Lease shall be deemed to be and is hereby amended upon the execution and delivery of this Second Amendment as follows:

1. Recital B of the Original Equipment Lease shall be amended so that the defined terms "Participation Agreement" and "Note Purchaser" shall read "Original Participation Agreement" and "Original Note Purchaser", respectively, and the defined terms "Notes" and "Security Agreement" shall be deleted.

2. The Original Equipment Lease shall be amended by the addition thereto of a new Recital C reading as follows:

"C. The Lessee and the Lessor have entered into a Participation Agreement dated as of July 1, 1983 (the 'Refinancing Participation Agreement') with the Trustor, the Security Trustee and Bank of America National Trust and Savings Association (the 'Note Purchaser') providing for a commitment of the Note Purchaser to purchase at par the Secured Notes (the 'Notes') of the Lessor in an amount equal to \$13,360,908.12. Pursuant to the Refinancing Participation Agreement, the Lessor will apply the proceeds of the sale of the Notes, together with the installment of Fixed Rental and Additional Rental payable hereunder on July 1, 1983 to the payment in full on July 1, 1983 of the principal and accrued interest outstanding on the Secured Notes of the Lessor issued pursuant to the Original Participation Agreement. The Participation Agreement provides that the Notes will be secured by the Collateral granted to the Security Trustee pursuant to the Security Agreement-Trust Deed dated as of April 1, 1981 from the Lessor to the Security Trustee, as amended by the First Amendment to Security Agreement-Trust Deed dated as of July 1, 1983 (said Security Agreement-Trust Deed, as amended, being hereinafter referred to as the 'Security Agreement')."

3. Sections 2.1(c)(2) and (3), the first paragraph of Section 2.3, Section 11.2 and Section 11.6 of the Original Equipment Lease are hereby amended so that each reference therein

to "Participation Agreement" shall read "Original Participation Agreement".

4. Section 2.1(c) of the Original Equipment Lease is amended by adding new clauses (4), (5) and (6) thereto reading as follows:

"(4) All amounts payable under Sections 2.3 or 2.4 of the Refinancing Participation Agreement to the Note Purchaser plus any amount necessary to hold the Lessor and the Trustor harmless on an after-tax basis from all taxes required to be paid by the Lessor or Trustor with respect to such payment under the laws of any federal, state or local government or taxing authority, or under the laws of any taxing authority or governmental subdivision of a foreign country, net of any tax benefit realized by the Lessor or the Trustor by reason of such payment;

(5) All amounts, if any, payable under Section 2.5 of the Refinancing Participation Agreement (to the extent such payment does not give rise to a rental adjustment under Section 2.3(D) hereof) by the Lessee; and

(6) In compensation for the additional administrative burden contemplated to be incurred by the Lessor so long as any portion of the Notes shall remain outstanding, for the calendar quarter beginning July 1, 1983 and for any calendar quarter thereafter on the first day of which any portion of the Notes remains outstanding, the sum of \$1,500.00; provided that at any time after the Notes are refinanced as contemplated by Section 7 of the Refinancing Participation Agreement, the Notes will then no longer be considered to remain outstanding.",

and by deleting the word "and" following the semicolon in clause (2) thereof and by replacing the period following clause (3) thereof with ";".

5. Section 2.2 of the Original Equipment Lease shall be amended by deleting the second sentence thereof in the entirety and replacing such sentence with the following three sentences:

"The next following fifty-nine (59) installments of Fixed Rental for each Item of Equipment shall be due and payable on October 1, 1981 and on the first day of each January, April, July and October thereafter to and including April 1, 1996, with the final installment of Fixed Rental payable on July 1, 1996. The installments of Additional Rental due pursuant to Section 2.1(c)(1) shall be paid on the installment payment dates specified in said Section 2.1(c)(1). The quarterly sum due pursuant to Section 2.1(c)(6) shall be paid on July 1, 1983 and on the first day of each calendar quarter thereafter on which any portion of the Notes shall remain outstanding."

The then next following sentence of said Section 2.2 shall be amended so that the Section reference therein reads "Section 2.1(c)(2), (3), (4) or (5)". The final sentence of said Section 2.2 shall be further amended by adding after "New York" the word, "California".

6. Section 2.3(D) of the Original Equipment Lease shall be amended so as to read in the entirety as follows:

"(D) the amount paid by the Lessor and/or the Trustor pursuant to Section 2.6 of the Original Participation Agreement and Section 2.5 of the Refinancing Participation Agreement exceeds 0.85% of the aggregate Total Cost (as defined in the Original Participation Agreement) of the Equipment,"

7. The final paragraph of Section 2.3 of the Original Equipment Lease shall be amended so that references therein to "Section 7 of the Participation Agreement" shall read "Section 7 of the Refinancing Participation Agreement".

8. Section 6.1(b) of the Original Equipment Lease shall be amended by deleting the phrase "and 2.6 of the Participation Agreement," and substituting therefor the phrase "and 2.6 of the Original Participation Agreement and Section 2.5 of the Refinancing Participation Agreement,".

9. The last sentence of Section 10.1 of the Original Equipment Lease shall be amended by deleting the phrase "Except as provided in Section 2.6 of the Participation Agreement," and substituting therefor the phrase "Except as provided in Section 2.6 of the Original Participation Agreement and Section 2.5 of the Refinancing Participation Agreement,".

10. Sections 14.1(c) and (d) shall be amended so that each reference therein to "the Participation Agreement" shall read "the Original Participation Agreement, the Refinancing Participation Agreement".

11. Section 19 of the Original Equipment Lease shall be amended so as to read in the entirety as follows:

"Anything to the contrary herein contained notwithstanding, any non-payment of Rent or other sum due hereunder shall result in the additional obligation on the part of the Lessee to pay an amount equal to interest at a rate 1% in excess of the Prime Rate (or the highest lawful rate, whichever is less) on such overdue amounts for the period of time during which they were overdue and not repaid. For purposes hereof, Prime Rate shall mean the rate of interest announced from time to time by Bank of America National Trust and Savings Association in San Francisco, California as its prime rate."

12. Sections 20(a)(v) and (vii) of the Original Equipment Lease shall be amended by adding immediately following each reference to "the Notes" the phrase "or the Secured Notes issued pursuant to the Original Participation Agreement."

13. Section 20(b)(vii) of the Original Equipment Lease shall be amended so that the reference therein to "the Participation Agreement" shall read, "the Original Participation Agreement or the Participation Agreement".

14. Section 21.1 of the Original Equipment Lease shall be amended so that the address provided for notice to the Note Purchaser shall read as follows: "at the address provided therefor in Schedule 2 to the Refinancing Participation Agreement".

15. Section 21.2 of the Original Equipment Lease shall be amended so that the second sentence thereof reads in the entirety as follows:

"Any payment so made by any such party and all cost and expense (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection therewith shall be payable by the Lessee to the party making the same upon demand as Additional Rental hereunder, with interest thereon at the lesser of (a) a rate 1% in excess of the Prime Rate, or (b) the maximum rate allowed by law."

Except to the extent hereby amended and modified, the Original Equipment Lease is in all respects ratified, confirmed and approved.

This Second Amendment shall be construed in accordance with the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

This Second Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective officers thereunder duly authorized as of the day and year first above written.

[CORPORATE SEAL]

ATTEST:

Authorized Officer

THE CONNECTICUT BANK AND
TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee
under I.C.G. Trust No. 81-2

By _____
Its _____

[CORPORATE SEAL]

ATTEST:

W. H. Lander
Assistant Secretary

ILLINOIS CENTRAL GULF
RAILROAD COMPANY

By *G. E. Mullen*
Its Vice President

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this _____ day of June, 1983, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of June, 1983, before me personally appeared J. E. Konker, to me personally known, who being by me duly sworn, says that he is a Vice President of ILLINOIS CENTRAL GULF RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Virginia D. Shenahan
Notary Public

[NOTARIAL SEAL]

My commission expires: May 4, 1984

DESCRIPTION OF ITEMS OF EQUIPMENT

Description of New Items:

300 100-Ton Open Top Hopper Cars
Marked and Numbered ICG
387200 through ICG 387499,
inclusive

Description of Rebuilt Items:

13 Rebuilt SW-14 Diesel Electric
Locomotives Marked and Numbered
ICG 1465 through ICG 1477,
inclusive

(I.C.G. Trust No. 81-2)